

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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HOLIDAY PROVISION

FOR

METAL ROOFING SYSTEMS INSTALLER

IN

MONTEREY COUNTY

166-104-10

166-104-10

STANDARD FORM of
UNION AGREEMENT
and
ADDENDA THERETO
BETWEEN

LOCAL UNION NO. 104
SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION

and

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

of the

MONTEREY BAY AREA SHEET METAL
CONTRACTORS ASSOCIATION, INC.

Effective July 1, 1996 to June 30, 2000

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Department of Industrial Relations
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Div. of Labor Statistics & Research
Chief's Office

SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 104

1939 Market Street

●
San Francisco, California

Phone 415 621-2930

... amounts up to Class II, contributions shall include premium hours as well as actual hours worked. All dues and off-sets shall be paid for all actual hours worked and overtime premiums attributable thereto shall be added to the employee's base wage. Vacation/Holiday contributions shall be based upon actual hours worked and overtime premium hours.

SECTION E. The Union may allow a departure from normal working hours when so requested by the Employer and employees on any given job or shop for reasons of unreasonable traffic and/or parking conditions, daylight savings time, safety hazards or other prevailing conditions, or when a majority of the craftsmen on the project have altered hours and such change shall continue so long as these conditions exist. The Employer shall make their request to the Union no less than twenty-four (24) hours prior to such a proposed change in schedule. This section pertains to any early start request before 7:00 a.m.

SECTION F. Any employee who is discharged after starting to work at starting time and working two (2) hours before such discharge, shall receive (4) hours pay unless discharged for provable willful misconduct.

SECTION G. Any employee who is discharged after starting to work at starting time and working until noon and starting to work after lunch before such discharge, said employee shall receive eight (8) hours pay unless discharged for provable willful misconduct.

SECTION H. When employees are discharged, one-half (1/2) hour time shall be allowed for gathering their tools and clothing and the Employer shall pay the employee full wages immediately upon discharge due to a lay-off or summary dismissal. Wages at the overtime rate must be paid for all time that expires after the hours of dismissal pending this payment, unless otherwise mutually agreed to by the signatory parties.

SECTION I. It is hereby understood and agreed that where any overtime work is to be performed in the shop or on any job outside the regular working hours the Employer shall notify the Union office, giving the names of men working and location of the job. Overtime work in the shop or on the job will be reported to the Union office BEFORE such work is performed. No overtime work may be performed without Local Union #104 permission.

SECTION J. In order to equalize overtime work as much as possible, preference to overtime work shall be given to qualified employees on that job site.

SECTION K. When Local 104 Sheet Metal Workers are assigned to jobsites in the jurisdiction of another contractual area, they shall work the regular hours of that jobsite at the higher hourly rate of pay.

ITEM 8 HOLIDAYS

SECTION A. The following holidays will be observed:

New Year's Day
Good Friday

Washington's Birthday
Memorial Day
July 4th
Friday before Labor Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day
Day after Christmas

SECTION B. If any of the above holidays fall on a Sunday, the following Monday shall be observed.

SECTION C. If any of the above holidays fall on a Saturday, the previous Friday shall be observed.

ITEM 9 SHIFT WORK

SECTION A. The job must be over four (4) consecutive days duration or double time is to be paid for the four (4) days. If the job is five (5) consecutive days duration or over, the following shall prevail:

SECTION B. Swing Shift: 5 days, 7-1/2 hours Monday through Friday for forty (40) hours pay plus 10% of the Class II Journeyman gross taxable hourly *rate, (* [Monterey/San Benito] Zone Rate).

SECTION C. Graveyard: 5 days, 7 hours Monday through Friday for forty (40) hours pay plus 15% of the Class II Journeyman gross taxable hourly *rate, (* [Monterey/San Benito] Zone Rate).

SECTION D. Foreman shall receive the appropriate shift percentage differential, in addition to their foreman percentage premium.

SECTION E. Employees shall have an eight (8) hour rest period when changing shifts.

SECTION F. The Local Union office and the shop or job steward shall be notified when shift work is practiced.

SECTION G. Work performed on Saturday, Sunday, and Holidays shall be paid at the appropriate premium hourly rate of pay and in accordance with Item 7.

SECTION H. Upon request of the Employer the Union shall authorize a special shift for Energy Conservation and Retrofit work to be performed outside the regular workday in occupied buildings, if specified by the customer who must continue to operate his business in the normal manner. Two (2) Day Special Shift shall consist of: no less than two (2) consecutive days (Monday - Friday) with eight (8) hours work for eight (8) hours pay PLUS 15% above the gross taxable Class II hourly rate. No previous shift is required. Employees shall have an eight (8) hour rest period when changing shifts (any work performed within the eight (8) hour rest period shall be paid at the appropriate overtime rate). The Special Shift shall begin no earlier than 12:01 a.m. Monday and shall end no later than midnight Friday.

166-104-10

**Memorandum of Understanding
By and Between
Monterey Bay Area Sheet Metal Contractors Association, Inc.
and
Sheet Metal Workers International Association Local104**

The current Collective Bargaining Agreement Standard Form of Union Agreement A-3-91 and Addendum 1 dated 7/1/96 through 6/30/2000 ("CBA") by and between Monterey Bay Area Sheet Metal Contractors Association, Inc. ("Association") and Sheet Metal Workers International Association Local104 ("Union") shall be amended pursuant to the following conditions. All other conditions of the contract, unless altered by this Memorandum of Understanding, shall remain the same. The Agreement shall be extended to June 30, 2006.

1. The total economic monetary package shall be increased pursuant to the contract for the Building Trades Journeyperson as follows:

7/1/00 ———\$1.05
7/1/01 ———\$1.05
7/1/02 ———\$0.84
7/1/03 ———\$0.84
7/1/04 ———\$0.84
7/1/05 ———\$0.92

The total economic monetary package shall be increased pursuant to the contract for Material Expediter as follows:

7/1/00 ———\$0.40
7/1/01 ———\$0.40
7/1/02 ———\$0.40
7/1/03 ———\$0.40
7/1/04 ———\$0.40
7/1/05 ———\$0.40

2. The parties agree to include the excess benefit language current in the current CBA as approved by the Trustees of the Local 104 Joint Funds.
3. Where contractors provide fabrication out of the area of Local 104, they may utilize in the shop the following ratios: one Journeyperson; one apprentice; one Pre-apprentice for such work.
4. The Employer shall have a right to name call Pre-apprentices from the out-of-work list as long as they alternate their selection from the out-of-work list chronologically on a one-on-one basis. The first selection shall be by the Employer.

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R E C E I V E D
Department of Industrial Relations

AUG 03 2000

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